

**CHESTERFIELD COUNTY
PURCHASING DEPARTMENT
CHESTERFIELD, VIRGINIA
(804) 748-1617
May 21, 2003**



REQUEST FOR PROPOSAL #03-5206-8851

VETERINARY SERVICES

DUE: June 20, 2003

*Request For Proposal Prepared By
Donna R. Clarke, CPPB
Senior Contract Administrator
Purchasing Department*

www.co.chesterfield.va.us/ManagementServices/Purchasing/purchase.asp

The County of Chesterfield (County) hereby solicits qualified and interested firms (Contractor) to submit proposals and statements of qualifications for Veterinary Services.

1. GENERAL TERMS AND CONDITIONS OF THE REQUEST FOR PROPOSAL

- 1.1 Submittals, in **four (4)** copies, marked "**Veterinary Services**" will be received no later than **5:00 P.M.**, Local Time Prevailing, on **June 20, 2003**, in:

Chesterfield County Purchasing Department
Administration Building, Room 402, Fourth Floor
9901 Lori Road
P. O. Box 51
Chesterfield, VA 23832-0051

- 1.2 Should you decide to utilize an express delivery service, please note that we are located at the Intersection of Ironbridge Road (State Route 10) and Lori Road. **Proposals will not be accepted via Fax machine or Internet E-mail.**
- 1.3 Mark outside of envelope with **RFP #03-5206-8851** and proposal subject, "**Veterinary Services.**"
- 1.4 Time is of the essence and any proposal or addenda pertaining thereto received after the announced time and date for submittal, whether by mail or otherwise, will be rejected. It is the sole responsibility of the offeror for ensuring that their proposals are stamped by Purchasing Department personnel before the deadline indicated in Section 1.1. Proposals and/or any addenda pertaining thereto, received after the announced time and date of receipt, by mail or otherwise, will be returned. However, nothing in this RFP precludes the County from requesting additional information at any time during the procurement process.
- 1.5 In the event that Chesterfield County is closed due to inclement weather and/or emergency situations prior to or at the time set aside for receipt of proposals, the published due date will default to the next open business day at the same time.
- 1.6 If you are an individual with a disability and require a reasonable accommodation, please notify the Purchasing Department at (804) 748-1617, three working days prior to need.
- 1.7 Nothing herein is intended to exclude any responsible firm or in any way restrain or restrict competition. On the contrary, all responsible firms are encouraged to submit proposals. The County of Chesterfield reserves the right to award in part or in whole or to reject any or all proposals. Any requirements listed herein are intended to describe qualifications, certifications and/or experience considered to be vital and should be used as guidelines for proposal submission. Firms not meeting specific requirements listed herein are encouraged to list and/or demonstrate alternate qualifications, certifications and/or experience for consideration.
- 1.8 Any proposal submitted **MUST** include the Signature Sheet which has been signed by an individual authorized to bind the offeror. All proposals submitted without such signature may be deemed non-responsive.
- 1.9 RFP Process: Offerors are to submit written proposals which present the offeror's qualifications and understanding of the work to be performed. The offeror's proposal should be prepared simply and economically and should provide all the information which it considers pertinent to its qualifications for the project and which respond to the Scope of Services and Evaluation Criteria

listed herein. Emphasis should be placed on completeness of services offered and clarity of content.

- 1.10 For information pertaining to the award on this procurement transaction, bidders and/or offerors may access public notification electronically at www.co.chesterfield.va.us/ManagementServices/Purchasing/purchase.asp.
- 1.11 If you desire not to respond to this proposal, please forward your acknowledgment of **NO PROPOSAL SUBMITTED** to the above address. Failure to comply may be cause for removal of your company's name from the vendor list for subject commodity.
- 1.12 Proprietary Information: Section 2.2-4342 F of the *Code of Virginia* states: "Trade secrets or proprietary information submitted by a bidder, offeror, or contractor in connection with a procurement transaction or prequalification application submitted pursuant to subsection B of §2.2-4317 shall not be subject to the Virginia Freedom of Information Act (§2.2-3700 et seq.); however, the bidder, offeror or contractor shall (i) invoke the protections of this section prior to or upon submission of the data or other materials, (ii) identify the data or other materials to be protected, and (iii) state the reasons why protection is necessary."
- 1.13 Total Quality Improvement Initiative: In order to continuously improve the efficiency and effectiveness of all public services provided, Chesterfield County has adopted and implemented the TOTAL QUALITY concept in its approach to organizational management. Listed herein for all prospective offerors to the County is an overview of the County's TOTAL QUALITY IMPROVEMENT (TQI) initiative. Offerors should review this information in order to familiarize themselves with the management philosophies and environment of the County prior to responding to request for proposals.

Chesterfield County is a leader in the application of innovative and successful management approaches. The County's leadership has resulted in numerous awards and broad recognition of the County and its employees. A constantly growing demand for additional and enhanced services has prompted the County to seek even higher levels of innovation and service excellence.

The TQI initiative is led by front line workers, supervisors, department directors, and the County's Leadership Group. Their intensive involvement in quality improvement demonstrates the County's commitment to the TQI values and principles of the initiative.

The TQI initiative includes specific guidelines for values and principles regarding the involvement of every employee within the organization. Implementation of TQI demonstrates the County's commitment to the importance of each individual.

A high standard of ethics, fairness, integrity, trust, responsibility, and creativity are integral concepts of the TQI Initiative. Adherence to these values is expected of all employees of the County, and the County, therefore, expects that all vendors will strive for and continuously improve their customer service.

- 1.14 The County's Definition of Total Quality Improvement: TQI is the employee, customer, and team oriented approach to work, problem solving, and decision making that depends upon individual employee commitment to improving work processes through the analysis and utilization of data.
- 1.15 Chesterfield County's TQI Mission Statement: Providing a first choice community through excellence in public service. To achieve excellence, all employees of the County will participate

in the continuous evaluation and quality improvement of our services in order to meet or exceed customer expectations.

- 1.16 Commitment to Diversity and Chesterfield Businesses: Chesterfield County is a rapidly growing progressive community consisting of an increasingly diverse population. This diversity provides for a dynamic and robust community that promotes growth. Chesterfield County believes that all of its citizens should benefit from this economic growth without regard to race, color, religion or economic status.

The county is committed to increasing the opportunities for participation of minority business enterprises, woman-owned businesses and businesses located in Chesterfield County to ensure diversity in its procurement and contract activities. These businesses are encouraged to respond to all Invitations for Bids and Requests for Proposals. In addition, the county strongly encourages each contractor and/or supplier with which the county contracts to actively solicit minority business enterprises, woman-owned businesses and businesses located in the county as subcontractors/suppliers for their projects.

Upon award/renewal of the contract, the successful bidder/offeree shall furnish data requested on the Certification of Subcontractor/Supplier Activity form included in this IFB/RFP document. This information will enable the county to document the dollar level of activity and measure the success of its purchasing and contracting efforts in this endeavor.

- 1.17 Definitions - For purposes of Chesterfield County's classification and reporting program, in cooperation with the Virginia Department of Minority Business Enterprise, the following definitions apply:

Woman-Owned Business (WOB) - a business concern that is majority owned by a woman who also controls and operates the business. In this context, "control" means exercising the power to make policy decisions, and "operate" means being actively involved in the day-to-day management.

Minority Business Enterprise (MBE) - a business enterprise that is owned and controlled by one or more socially and economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to: African Americans, Asian Americans, Native Americans, Eskimos and Aleuts. (Reference: 2.1-6432.1 of the *Code of Virginia*)

Chesterfield Business (CB) – any private business enterprise, located within the jurisdictional boundaries of Chesterfield County.

Minority - a person who is a citizen of the United States or a legal resident alien and who satisfies one or more of the following:

Asian Americans - all person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands including but not limited to Japan, China, Vietnam, Korea, Samoa, Laos, Cambodia, Taiwan, northern Marinas, the Philippines, U. S. territory of the Pacific, India, Pakistan, Bangladesh and Srilanka and who are regarded as such by the community of which these persons claim to be a part.

African Americans - all persons having origins in any of the original peoples of Africa and who are regarded as such by the community of which these persons claim to be a part.

Hispanic Americans - all persons having origins in any of the Spanish-speaking peoples of

Mexico, South or Central American, or the Caribbean Islands or other Spanish or Portuguese cultures and who are regarded as such by the community of which these persons claim to be a part.

Native Americans - all persons having origins in any of the original peoples of North America and who are regarded as such by the community of which these persons claim to be a part or who are recognized by a tribal organization.

Eskimos and Aleuts - all persons having origins in any part of Northern Canada, Greenland, Alaska, and Eastern Siberia and who are regarded as such in the community of which these persons claim to be a part.

Members of other groups - all other individuals found to be socially and economically disadvantaged by the United States Small Business Administration under Section 8(a) of the Small Business Act (15USC637)[a]. (VR486-01-02; September 9, 1992)

2. SELECTED TERMS AND CONDITIONS OF THE CONTRACT

2.1 Non-Appropriations: The continuation of the terms, conditions, and provisions of this contract beyond the fiscal year is subject to approval and ratification by the Chesterfield County Board of Supervisors (and the Chesterfield County School Board, as applicable) and appropriation by them of the necessary money to fund said contract for each succeeding year.

2.2 Choice of Law and Venue: Any disputes under a resulting contract, that cannot be resolved between the County of Chesterfield and the offeror, must be resolved in the Circuit Court of Chesterfield County, Virginia. Any resulting contract shall be governed by the laws of the Commonwealth of Virginia.

2.3 Termination: It shall be the sole right of the County, to terminate any contract upon written notification to the Contractor.

2.4 Nondiscrimination Clause: In accordance with Section 2.2-4311 of the *Code of Virginia*, every contract for goods or services over \$10,000 shall include the following provisions:

1. During the performance of this contract, the Contractor agrees as follows:

A. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex national origin age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

B. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.

C. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

2. The Contractor shall include the provisions of the foregoing paragraphs A, B, and C in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

- 2.5 Right To Audit: Contractor's records shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by the County to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by Contractor of any of its payees pursuant to execution of the contract. Such records subject to examination shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this contract.

For the purpose of such audits, inspections, examinations and evaluations, the County shall have access to said records from the effective date of this contract, for the duration of the work, and until two (2) years after the date of final payment by the County to Contractor pursuant to this contract.

The County shall have access to Contractor's facilities, shall have access to all necessary records, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this article. The County shall give Contractor reasonable advance notice of intended audits.

Contractor shall require all subcontractors, insurance agents, and materials suppliers (payees) to comply with the provisions of this article by insertion of the requirements hereof in a written contract agreement between Contractor and payee. Failure to obtain such written contracts which include such provisions shall be reason to exclude some or all of the related payees' costs from amount payable to Contractor pursuant to this contract.

If an audit inspection or examination in accordance with the article, discloses overcharges (of any nature) by Contractor to the County in excess of five percent (5%) of the total contract billings, the actual cost of the County's audit shall be paid by Contractor.

- 2.6 Insurance: The contractor shall purchase and maintain in force, at his own expense, such insurance as will protect him and the County from claims which may arise out of or result from the Contractor's execution of the work, whether such execution be by himself, his employees, agents, subcontractors, or by anyone for whose acts any of them may be liable. The insurance coverage shall be such as to fully protect the Owner, the Engineer (if applicable) and the general public from any and all claims for injury and damage resulting by any actions on the part of the contractor or his forces as enumerated above. The Contractor shall furnish a copy of an original Certificate of Insurance, naming Chesterfield County as additionally insured. Should any of the policies be canceled before the expiration date, the issuing company will mail 30 days written notice to the certificate holder. The Contractor shall furnish insurance in satisfactory limits, and on forms and of companies which are acceptable to the Owner's Attorney and/or Risk Management and shall require and show evidence of insurance coverages on behalf of any subcontractors (if applicable), before entering into any agreement to sublet any part of the work to be done under this Contract.

- 2.7 Drug Free Workplace: During the performance of this contract, the contractor agrees to:

- A. Provide a drug-free workplace for the contractor's employees
- B. Post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution,

dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition

- C. State in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace
- D. Include the provisions of the foregoing clauses in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

- 2.8 Environmental Management: Vendor/Supplier/Contractor will be responsible for complying with all federal, state and local environmental regulations relating to transportation, handling, storage, spillage and any other aspect of providing the services specified herein, as applicable.
- 2.9 Faith-based Organization: Chesterfield County does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, Section 2.2-4343.1.

3. **PROJECT DESCRIPTION**

- 3.1 Chesterfield County is seeking proposals from qualified veterinarians to provide various Veterinarian services for the animals in the care and custody of the Chesterfield County Animal Shelter. Services for the treatment of animals include routine and emergency calls during normal working hours and emergency calls after hours. Routine and emergency calls during normal working hours are performed in the veterinarian's office and/or at the Chesterfield County Animal Shelter. Emergency after hours calls are performed at the veterinarian's office/clinic. Veterinarians are invited to submit proposals under one or both scenarios.
- 3.2 In addition to the treatment of animals, the successful veterinarian will be requested to provide consultative services to the Shelter and to meet with County officials on animal care issues on an as needed basis.

4. **BACKGROUND**

- 4.1 The Chesterfield County Animal Shelter is located at 9300 Public Works Road in Chesterfield County. The shelter impounds an average of 5,500 animals per year with approximately 20 animals per week requiring routine and emergency services during normal working hours and approximately 5 animals per week requiring emergency after hours services.

5. **SCOPE OF SERVICES**

- 5.1 The successful veterinarian(s) will be required to provide all services, equipment, and drugs involved in the medical care of sick and injured animals. Services include, but are not limited to, the following:
 - 1. Provide routine and emergency treatment of animals during normal working hours and/or provide emergency treatment of animals after hours, as required by the Animal Control staff.

2. Maintain an adequate supply all necessary equipment, drugs and animal care products to perform the required services.
3. Provide for the euthanasia of unweaned animals and animals that can not be subjected to carbon monoxide gas.
4. Provide consultative services by telephone to shelter staff and officers in the field in cases of emergencies.
5. Provide consultative services by telephone or on site at the shelter regarding the operation of the shelter, as requested by Animal Control staff.
6. Provide scheduled visits to the Animal Shelter to treat sick or injured animals upon request of the Shelter Manager or the Animal Control supervisor.
7. Provide drugs or supplies as needed for the promotion of healthy maintenance of animals housed at the Shelter.
8. Provide a necropsy of any animal presented to the veterinarian by the Shelter, including, at a minimum, detailed reports with supporting documents and photographs, as required for court cases.
9. Respond to a location to assist the Chesterfield County Police Department with any animal related problem that may threaten the safety and security of a Police operation, as required.
10. Provide a computerized method of tracking Shelter animals by using the established animal number know as the ACR number.
11. Meet with County officials as required, to provide professional opinion regarding the care of animals and/or the operation of the shelter.

6. DONATED PERSCRIPTION DRUGS

- 6.1 The Chesterfield Humane Society frequently donates various prescription drugs to the county's designated veterinarian for use in the treatment of sick or injured animals in the care/custody of the Chesterfield County Animal Shelter. As required by law, these drugs must be housed at the veterinarian's place of business. Please indicate in your proposal, your proposed method of managing these drugs.

7. PAYMENT FOR SERVICES RENDERED

- 7.1 Invoices, in duplicate, shall be submitted on a monthly basis. Information provided on each invoice shall include the ACR number, all services rendered, the type of treatment performed, and drugs administered with an itemization thereof.

8. COUNTY RESPONSIBILITIES

- 8.1 The Animal Control personnel will:
 - A. Make reasonable requests for services from the veterinarian(s).
 - B. Provide assistance to the veterinarian or his designee during medical treatment.
 - C. Transport animals to the veterinarian's place of business for treatment.
 - D. Present animals to the veterinarian for treatment.

E. Provide animal identification number for billing.

9. REQUIREMENTS OF THE SUCCESSFUL VETERINARIAN(S)

9.1 The successful veterinarian(s) shall:

- A. Carry out the duties of his/her profession in the highest professional manner.
- B. Insure that the quality and proper treatment for sick and/or injured animals in the care/custody of the Chesterfield County Animal Shelter is a priority.
- C. Be established in the Chesterfield County Courts as an expert in the field of veterinarian medicine to testify in cruelty and neglect cases.
- D. Be located within a reasonable distance from the Shelter

10. CONTRACT TERM

10.1 The term of the resulting contract shall be five years effective upon contract award.

11. SPECIFIC TERMS AND CONDITIONS OF THE REQUEST FOR PROPOSAL

11.1 EVALUATION CRITERIA

11.1.1 These criteria are to be utilized in the evaluation of qualifications for development of the shortlist of those offerors to be considered for interviews and/or potential negotiations. Individual criteria may in all probability be assigned varying weights at the County's discretion to reflect relative importance. Offerors are required to address each evaluation criteria in the order listed and to be specific in presenting their qualifications.

- A. Qualifications of the veterinarian.
- B. Location of veterinarian's place of business.
- C. Scope of services the veterinarian is proposing to provide.
- D. Ability of the veterinarian to manage donated drugs for Chesterfield County Animal Shelter.
- E. Proposed cost for providing the various services.

11.2 SELECTION PROCEDURE

11.2.1 Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors involved in the Request for Proposal, including price if so stated in the Request for Proposal. Negotiations shall then be conducted with each of the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the County shall select the offeror which, in its opinion, has made the best proposal and award the contract to that offeror. Should the County determine in writing and in its sole discretion that only one offeror is fully qualified or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror.

11.3 REFERENCES

11.3.1 All offerors shall include a list of a minimum of five references, from similar projects only, who could attest to the firm's knowledge, quality of work, timeliness, diligence, flexibility, and ability to meet budget constraints. Include names, contact persons, and phone numbers of all references.

11.3.2 References may or may not be reviewed or contacted at the discretion of the County. Typically, only references of the top ranked shortlisted offeror or offerors are contacted. The County reserves the right to contact references other than, and/or in addition to, those furnished by an offeror.

11.4 **BASIS FOR AWARD**

- 11.4.1 Information and/or factors gathered during interviews, negotiations and any reference checks, in addition to the evaluation criteria stated in the RFP, and any other information or factors deemed relevant by the county, shall be utilized in the final award.

11.5 **NO CONTACT POLICY**

- 11.5.1 After the date and time established for receipt of proposals by the County, any contact initiated by any offeror with any County representative, other than the Purchasing Department representative listed herein, concerning this request for proposals is prohibited. Any such unauthorized contact may cause the disqualification of the offeror from this procurement transaction.

11.6 **FURTHER INFORMATION**

- 11.6.1 All questions which may arise as a result of this Request for Proposal may be directed to Donna R. Clarke, CPPB, Senior Contract Administrator, (804) 748-1837 or by Internet E-mail to purchasing@co.chesterfield.va.us.

SIGNATURE SHEET

My signature certifies that the proposal as submitted complies with all Terms and Conditions as set forth in **RFP #03-5206-8851**.

My signature also certifies that the accompanying proposal is not the result of, or affected by, any unlawful act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud punishable under Title 18.2, Chapter 12, Article 1.1 of the *Code of Virginia*, 1950 as amended. Furthermore, I understand that fraud and unlawful collusion are crimes under the Virginia Governmental Frauds Act, the Virginia Government Bid Rigging Act, and Virginia Antitrust Act, and Federal Law, and can result in fines, prison sentences, and civil damage awards.

My signature also certifies that this firm has no business or personal relationships with any other companies or persons that could be considered as a conflict of interest or potential conflict of interest to the County of Chesterfield, and that there are no principals, officers, agents, employees, or representatives of this firm that have any business or personal relationships with any other companies or persons that could be considered as a conflict of interest or a potential conflict of interest to the County of Chesterfield, pertaining to any and all work or services to be performed as a result of this request and any resulting contract with the County of Chesterfield.

To receive consideration for award, this signature sheet must be returned to the Purchasing Department as it shall be a part of your response.

I hereby certify that I am authorized to sign as a Representative for the Firm:

Complete Legal Name of Firm: _____

Order From Address: _____

Remit To Address: _____

Signature: _____

Name (type/print): _____

Title: _____

Fed ID No.: _____ **Phone** (____) _____ **Fax** (____) _____

We hereby provide the following information to Chesterfield County regarding our business. We understand that it is provided for statistical purposes only and all firms submitting proposals will receive equal consideration.

Minority Business Enterprise: Yes _____ No _____

Woman-Owned Business: Yes _____ No _____

Chesterfield Business: Yes _____ No _____

CERTIFICATION OF SUBCONTRACTOR/SUPPLIER ACTIVITY
MINORITY BUSINESS ENTERPRISES, WOMAN-OWNED BUSINESSES, AND
CHESTERFIELD BUSINESSES

Contractors shall furnish the information requested below regarding subcontractor(s) or supplier(s).

(This form will be sent to the contractor by the Purchasing Department for completion at the time of award/renewal, as appropriate.)

Name and Address of Subcontractor/Supplier	(T) MBE	(T) WOB	(T) CB	Commodity or Service	Dollar Amount

If a continuation of this list of subcontractors/suppliers is needed, please attach additional pages to this form.

I have no MBE, WOB or CB applicable to this contract _____(T)

Contractor hereby certifies that the above information is correct.

Complete Legal Name of Firm: _____ Date: _____
(Type or Print)